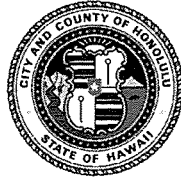


DEPARTMENT OF TRANSPORTATION SERVICES  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 3RD FLOOR  
HONOLULU, HAWAII 96813  
Phone: (808) 768-8305 • Fax: (808) 768-4730 • Internet: www.honolulu.gov

PETER B. CARLISLE  
MAYOR



WAYNE Y. YOSHIOKA  
DIRECTOR

KAI NANI KRAUT, P.E.  
DEPUTY DIRECTOR

June 15, 2012

The Honorable Ernest Y. Martin, Chair  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

RECEIVED  
CITY CLERK  
C & C OF HONOLULU  
2012 JUN 15 AM 8:35

Dear Chair Martin and Councilmembers:

Subject: Draft Resolution to Enter into a Memorandum of Agreement  
with the Chaminade University of Honolulu

Pursuant to Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, we transmit for your consideration a draft resolution to authorize the City and County of Honolulu to enter into a Memorandum of Agreement (MOA) with the Chaminade University of Honolulu (CUH) to continue a mandatory U-PASS project to provide bus passes to all CUH students and employees for a fee of \$30 per semester. This MOA covers a year and a half period, starting with the Spring 2013 semester. The draft resolution is attached, along with the draft MOA.

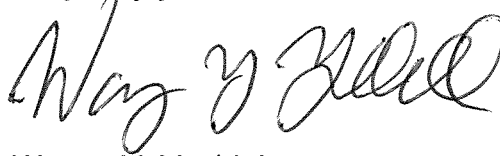
The draft resolution continues a pilot program, which has been in effect for a year and a half, beginning with the Spring 2011 semester and will continue through the Fall 2012 semester. In this time it has received enthusiastic support from the students and employees, helped to mitigate traffic and parking issues around the CUH campus and provided a guaranteed revenue stream for the City. The U-PASS program began in 2005 as an optional buy-in fee for CUH students at the cost of \$100.00 per semester. This was replaced with the current pilot mandatory fee program where students and employees were assessed \$30 per semester. The CUH U-PASS program does not include summer sessions; however, a two month opt-in summer pass will be available for the months of June and July.

The Honorable Ernest Y. Martin, Chair  
and Councilmembers  
Page 2

The mandatory fee program has wide support from the students, and employees of CUH, and together we support continuing this program into the future. During the last one and a half years, bus ridership has increased for CUH students and we feel it is an important part of improving the mobility of these students to and from the CUH campus.

Please feel free to call me at 768-8303 if you have any questions.

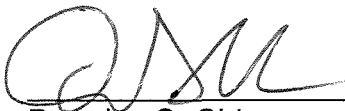
Very truly yours,



Wayne Y. Yoshioka  
Director

Attachments

APPROVED:



Douglas S. Chin  
Managing Director

cc: Department of Budget and Fiscal Services

PUR466971  
sec A

# 6600

City and County of Honolulu  
CONTRACT ROUTING SLIP  
Request # 6600

Name: HASHIMOTO, MARY I

Date: 5/10/2012 2:59:01PM

Department: TRANSPORTATION SERVICES

Phone: 88364

Type of Contract: OTHER

Vendor: Chaminade University

Description: DRAFT Memorandum of Agreement for U-PASS, January 2013 through May 2014

Project Manager: Eric Stoetzer

Tracking Details

| DEPT | DIVISION | DRAFT/<br>FINAL | RECEIVED<br>DATE | SENT DATE | RECEIVED/<br>SENT BY | COMMENTS |
|------|----------|-----------------|------------------|-----------|----------------------|----------|
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DTS PUBLIC  
TRANSIT

DRAFT

MAY 16 2012

JM

M. Hashimoto to BES-PUR..

PUBLIC TRANSIT  
DIVISION

12 MAY 16 AM 11:32

12 JUN -8 P 3:54

RECEIVED  
DIVISION  
PUBLIC TRANSIT

RECEIVED

DRAFT

THE DEPARTMENT OF TRANSPORTATION SERVICES  
CITY AND COUNTY OF HONOLULU  
AND  
CHAMINADE UNIVERSITY OF HONOLULU  
U-PASS MEMORANDUM OF AGREEMENT

For the period of January 2013 through May 2014

This agreement is by and between the Department of Transportation Services, City and County of Honolulu (hereinafter referred to as the "City"), and the Chaminade University of Honolulu (hereinafter referred to as "CUH"). This agreement will serve for the period of January 2013 through May 2014.

WHEREAS, the parties share the desire to reduce single occupant vehicle commute trips and improve mobility to and from the campus while contributing to the reduction of traffic;

WHEREAS, the City provides regular bus service over established routes during published hours and at published frequencies;

WHEREAS, such City bus service provides satisfactory means of transporting CUH students and employees to and from their places of residence and the CUH campus;

WHEREAS, the use of City bus service is advantageous to CUH in terms of minimizing the need for CUH to construct costly parking facilities;

WHEREAS, Section 13-2.1(j) of the Revised Ordinances of Honolulu 1990 authorizes the City to enter into an agreement with colleges and universities for a public transportation pass program;

WHEREAS, the parties created a pass system in 2005 as an optional buy-in fee for CUH students at the cost of \$100 per semester that has been successful for the past five years;

WHEREAS, the parties desired to further develop the pass system from an optional buy-in to a mandatory system that can be used to access City bus services;

WHEREAS, the parties proposed a two-year (four semester) pilot program for the purpose above commencing at the start of Spring 2011 and concluding at the close of Fall 2012;

WHEREAS, CUH's participation in the program was contingent upon the payment by each participant of a \$30 per semester (Spring 2011, Fall 2011, Spring 2012, Fall 2012) U-PASS fee;

✓ WHEREAS, the parties propose continuation of the pilot program as an established U-PASS program commencing at the start of Spring 2013 and ending with the Spring 2014 semester; and

✓ WHEREAS, CUH's participation in the program is contingent upon the payment by each participant of a \$30 per semester (Spring 2013, Fall 2013, Spring 2014) U-PASS fee in accordance with the payment schedule in Section 8; *and*

WHEREAS, participation in this program does not include summer sessions, however a two-month opt-in summer pass will be available for the months of June and July;

Now, therefore, in consideration of the foregoing and of the mutual obligations set forth herein, the parties agree as follows:

- ✓ *SP*
1. During the term of this agreement, the City agrees to provide each semester, bus passes ("U-PASSES") to CUH for distribution to all eligible CUH riders. Eligible CUH riders are defined as full-time CUH day undergraduate students and full-time employees on whose behalf a \$30 U-PASS fee is paid by CUH.
  2. CUH agrees to establish appropriate procedures to assure that one and only one U-PASS per semester is distributed to each eligible rider. CUH also agrees to establish appropriate procedures, including a replacement fee, for issuing a replacement if the U-PASS is lost or stolen. The City will be provided with an opportunity to review and comment on the distribution and replacement procedures prior to their implementation.
  3. The City agrees that the U-PASSES it provides will be made in a format and of materials that do not easily lend themselves to counterfeiting or copying to the extent reasonably possible.
  4. The U-PASS will be valid for transportation at no additional charge seven days a week, during all scheduled hours, on all City bus routes, except on Special Services requiring a premium fare such as Football Express, when shown by the rider to whom issued, in conjunction with a valid CUH identification card.
  5. No later than December 1, 2012 for the Spring 2013 semester; July 1, 2013 for the Fall 2013 semester; and December 1, 2013 for the Spring 2014 semester; the City agrees to provide CUH with a number of U-PASSES equal to a number known as the Estimate of Eligible Riders Head-Count for the Spring 2013 through Spring 2014 semesters respectively plus an agreed amount of extra passes for potential replacement of lost or stolen U-PASSES. The City will provide additional U-PASSES to CUH upon request if the number of U-PASSES originally provided is insufficient. CUH will remit to the City any U-PASSES which have not been issued at the end of each respective semester.
  6. U-PASSES issued under this agreement will be valid through the following dates for each of the semesters/sessions listed below:

| <u>Semester</u> | <u>Activation Date</u> | <u>Expiration Date</u> |
|-----------------|------------------------|------------------------|
| Spring 2013     | January 1, 2013        | May 31, 2013           |
| Fall 2013       | August 1, 2013         | January 15, 2014       |
| Spring 2014     | January 1, 2014        | May 31, 2014           |

→ the Handivan P was deleted?

7. The U-PASS is not transferable and not for resale, and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued. If the person's CUH identification card is forfeited, it will be returned immediately to CUH.
8. CUH shall pay to the City a total of \$30.00 per eligible CUH rider in the mandatory campus U-Pass transportation program in accordance with the following payment schedule:
  - a. Spring 2013 Semester
    - i. Payment Date: March 1, 2013
    - ii. Return Unused U-PASSes Date: May 14, 2013
  - b. Fall 2013 Semester
    - i. Payment Date: October 11, 2013
    - ii. Return Unused U-PASSes Date: December 17, 2013
  - c. Spring 2014 Semester
    - i. Payment Date: February 28, 2014
    - ii. Return Unused U-PASSes Date: May 13, 2014
9. In providing and furnishing any of the aforementioned bus services, the City shall act as an independent contractor, and CUH shall not have and shall not exercise any control over the City's operations in connection with providing bus service, and CUH shall not have and shall not exercise any control or supervision whatsoever over the drivers of the buses used in said service, who shall be employed by the City's bus services contractor.
10. The City and CUH agree to cooperatively establish administrative policies and procedures, which will effectively safeguard the interest of both parties.
11. The City shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walkouts, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of nature, or for any other cause or causes beyond the control of the City. In the event that service is substantially disrupted by strikes and/or walkouts for a period of excess of one day or 24 hours during the period in which the U-PASS is valid, the set fee shall be reduced by the pro-rated daily amount of the U-PASS value for the semester back to the first day of service disruption.
12. If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the City makes or notifies CUH of what CUH considers to be an adverse change in any of the bus service or routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction.

The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of

the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

The City will continue to honor U-PASSes issued or sold prior to termination of this Agreement through the end of the period for which such passes were issued or sold.

13. All accounts shall be settled on a pro-rated basis in the event of termination of this Agreement prior to its full term.
14. Each party warrants that it has the authority to enter into this Agreement and that any approvals required of and by that party have been obtained and are valid for the full term of this Agreement.
15. This Agreement embodies the whole agreement and understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto. This Agreement cannot be modified except by instrument in writing, signed by each of the parties.

This Agreement is hereby duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Chaminade University of Honolulu

\_\_\_\_\_  
By: Daniel S. Gilmore  
Its: Vice President, Finance & Facilities


City and County of Honolulu

By: \_\_\_\_\_  
Its: Director of Budget & Fiscal Services

Approved as to Content:

By:   
Its: Director of Transportation Services

Approved as to Form & Legality *(mjt)*

By:   
Its: Deputy Corporation Counsel *GYT*

*subject to comment*

THE DEPARTMENT OF TRANSPORTATION SERVICES  
CITY AND COUNTY OF HONOLULU  
AND  
CHAMINADE UNIVERSITY OF HONOLULU  
U-PASS MEMORANDUM OF AGREEMENT

For the period of January 2011 through December 2012

This agreement is by and between the Department of Transportation Services, City and County of Honolulu (hereinafter referred to as the "City"), and the Chaminade University of Honolulu (hereinafter referred to as "CUH"). This agreement will serve for the period of January 2011 through December 2012.

WHEREAS, the parties share the desire to reduce single occupant vehicle commute trips and improve mobility to and from the campus while contributing to the reduction of traffic;

WHEREAS, the City provides regular bus service over established routes during published hours and at published frequencies;

WHEREAS, such City bus service provides satisfactory means of transporting CUH students and employees to and from their places of residence and the CUH campus;

WHEREAS, the use of City bus service is advantageous to CUH in terms of minimizing the need for CUH to construct costly parking facilities;

WHEREAS, Section 13-2.1(j) of the Revised Ordinances of Honolulu 1990 authorizes the City to enter into an agreement with colleges and universities for a public transportation pass program;

WHEREAS, the parties created a pass system in 2005 as an optional buy-in fee for CUH students at the cost of \$100 per semester that has been successful for the past four years;

WHEREAS, the parties desire to further develop the pass system from an optional buy-in to a mandatory system that can be used to access City bus services;

WHEREAS, the parties propose a two-year (four semester) program for this purpose commencing at the start of the Spring 2011 semester and concluding at the close of the Fall 2012 semester;

WHEREAS, CUH's participation in the program is contingent upon the payment by each participant of a \$30 per semester (Spring 2011, Fall 2011, Spring 2012, Fall 2012) U-PASS fee in accordance with the payment schedule in Section 9; and

WHEREAS, participation in this program does not include summer sessions, however a two-month opt-in summer pass will be available for the months of June and July;

Now, therefore, in consideration of the foregoing and of the mutual obligations set forth herein, the parties agree as follows:



1. During the term of this agreement, the City agrees to provide each semester, bus passes ("U-PASSES") to CUH for distribution to all eligible CUH riders. Eligible CUH riders are defined as full-time CUH day undergraduate students and full-time employees on whose behalf a \$30 U-PASS fee is paid by CUH.
2. CUH agrees to establish appropriate procedures to assure that one and only one U-PASS per semester is distributed to each eligible rider. CUH also agrees to establish appropriate procedures, including a replacement fee, for issuing a replacement if the U-PASS is lost or stolen. The City will be provided with an opportunity to review and comment on the distribution and replacement procedures prior to their implementation.
3. The City agrees that the U-PASSES it provides will be made in a format and of materials that do not easily lend themselves to counterfeiting or copying to the extent reasonably possible.
4. The U-PASS will be valid for transportation at no additional charge seven days a week, during all scheduled hours, on all City bus routes, except on Special Services requiring a premium fare such as Football Express, when shown by the rider to whom issued, in conjunction with a valid CUH identification card.
5. No later than December 1, 2010 for the Spring 2011 semester; July 1, 2011 for the Fall 2011 semester; December 1, 2011 for the Spring 2012 semester; and July 1, 2012 for the Fall 2012 semester; the City agrees to provide CUH with a number of U-PASSES equal to a number known as the Estimate of Eligible Riders Head-Count for the Spring 2011 through Fall 2012 semesters respectively plus an agreed amount of extra passes for potential replacement of lost or stolen U-PASSES. The City will provide additional U-PASSES to CUH upon request if the number of U-PASSES originally provided is insufficient. CUH will remit to the City any U-PASSES which have not been issued at the end of each respective semester.
6. U-PASSES issued under this agreement will be valid through the following dates for each of the semesters/sessions listed below:

| <u>Semester</u> | <u>Activation Date</u> | <u>Expiration Date</u> |
|-----------------|------------------------|------------------------|
| Spring 2011     | January 1, 2011        | May 31, 2011           |
| Fall 2011       | August 1, 2011         | January 15, 2012       |
| Spring 2012     | January 1, 2012        | May 31, 2012           |
| Fall 2012       | August 1, 2012         | January 15, 2013       |

7. In compliance with the Americans with Disabilities Act ("ADA"), para-transit service will be made available to eligible CUH riders with disabilities who are ADA para-transit eligible. Eligible CUH riders with disabilities will have access to TheHandi-Van service.

The fare established by the City for use of this para-transit service is \$2.00 per trip. Any questions that ADA passenger students and employees have

regarding TheHandi-Van will be directed to The Handi-Van program at 538-0033. TheHandi-Van may charge additional fees for non-ADA services.

8. The U-PASS is not transferable and not for resale, and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued. If the person's CUH identification card is forfeited, it will be returned immediately to CUH.
9. CUH shall pay to the City a total of \$30.00 per eligible CUH rider in the mandatory campus U-Pass transportation program in accordance with the following payment schedule:
  - a. Spring 2011 Semester
    - i. Payment Date: March 1, 2011
    - ii. Return Unused U-PASSes Date: May 14, 2011
  - b. Fall 2011 Semester
    - i. Payment Date: October 11, 2011
    - ii. Return Unused U-PASSes Date: December 17, 2011
  - c. Spring 2012 Semester
    - i. Payment Date: February 28, 2012
    - ii. Return Unused U-PASSes Date: May 13, 2012
  - d. Fall 2012 Semester
    - i. Payment Date: October 10, 2012
    - ii. Return Unused U-PASSes Date: December 16, 2012
10. In providing and furnishing any of the aforementioned bus services, the City shall act as an independent contractor, and CUH shall not have and shall not exercise any control over the City's operations in connection with providing bus service, and CUH shall not have and shall not exercise any control or supervision whatsoever over the drivers of the buses used in said service, who shall be employed by the City's bus services contractor.
11. The City and CUH agree to cooperatively establish administrative policies and procedures, which will effectively safeguard the interest of both parties.
12. The City shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walkouts, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of nature, or for any other cause or causes beyond the control of the City. In the event that service is substantially disrupted by strikes and/or walkouts for a period of excess of one day or 24 hours during the period in which the U-PASS is valid, the set fee shall be reduced by the pro-rated daily amount of the U-PASS value for the semester back to the first day of service disruption.
13. If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the City makes or notifies CUH of what CUH considers to be an adverse change in any of the bus service or routing covered by this Agreement, the dissatisfied party

shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction.

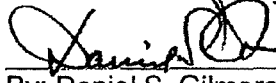
The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

The City will continue to honor U-PASSes issued or sold prior to termination of this Agreement through the end of the period for which such passes were issued or sold.

14. All accounts shall be settled on a pro-rated basis in the event of termination of this Agreement prior to its full term.
15. Each party warrants that it has the authority to enter into this Agreement and that any approvals required of and by that party have been obtained and are valid for the full term of this Agreement.
16. This Agreement embodies the whole agreement and understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto. This Agreement cannot be modified except by instrument in writing, signed by each of the parties.


This Agreement is hereby duly executed this 16<sup>th</sup> day of March, <sup>2011</sup>~~2010~~.

Chaminade University of Honolulu

  
By: Daniel S. Gilmore

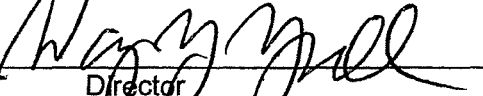
Its: Vice President-Finance & Facilities

City and County of Honolulu

By:   
Director

Department of Budget & Fiscal Services

Approved as to Content:

By:   
Director

Department of Transportation Services

Approved as to Form & Legality

By:   
Deputy Corporation Counsel



## RESOLUTION

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AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE CHAMINADE UNIVERSITY OF HONOLULU TO EXTEND THE FEE-BASED U-PASS PROJECT TO PROVIDE BUS PASSES TO ALL ENROLLED CHAMINADE UNIVERSITY OF HONOLULU STUDENTS AND EMPLOYEES.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which place an obligation upon the City or any department or agency thereof shall require prior City Council consent and approval; and

WHEREAS, Section 13-2.1 (j) of the Revised Ordinances of Honolulu 1990, as amended, authorizes the City to enter into an agreement with colleges and universities for a public transportation pass program;

WHEREAS, the City and the Chaminade University of Honolulu ("CUH") share the desire to reduce single occupant vehicle commute trips and improve the mobility of students and employees to and from the CUH campus while contributing to the reduction of traffic;

WHEREAS, the City provides regular bus service over established routes during published hours and at published frequencies;

WHEREAS, such City bus service provides satisfactory means of transporting CUH students and employees to and from their places of residence and the CUH campus;

WHEREAS, the use of City bus service by CUH students and employees is advantageous to CUH in terms of minimizing the need for CUH to construct costly parking facilities;

WHEREAS, the City and CUH created a bus pass system in 2005 as an optional buy-in fee for CUH students at the cost of \$100.00 per semester that had been successful for five years ("U-PASS");

WHEREAS, the City and CUH instituted a two-year (four semester) pilot program where CUH students and employees would pay a mandatory fee of a \$30.00 per semester (Spring 2011, Fall 2011, Spring 2012, Fall 2012) for all students and employees to access City bus service;



## RESOLUTION

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WHEREAS, the Parties propose continuation of the U-PASS pilot program as an established U-PASS program commencing at the start of Spring 2013 and ending with the Spring 2014 semester at a fee of \$30.00 per semester; now, therefore

BE IT RESOLVED by the Council of the City and County of Honolulu that it supports extending the proposed student and employee fee-based U-PASS program to provide bus passes to all enrolled CUH students and employees; and

BE IT FURTHER RESOLVED that the City is authorized to execute the Memorandum of Agreement to implement this project; and

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to: Daniel S. Gilmore, Vice president – Finances and Facilities, Chaminade University, 3140 Waialae Avenue, Honolulu, Hawaii 96816; J. Roger Morton, President, Oahu Transit Services, Inc., 811 Middle Street, Honolulu, Hawaii 96819; and the Director of the Department of Transportation Services.

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF INTRODUCTION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers